



## **ADDENDUM NO. 1**

**Date: April 24, 2015**

**Invitation to Bid (ITB) 15-0020**

### **PHASE II CONSTRUCTION OF GROUNDWATER REMEDIAL SYSTEM AT ASTATULA REFUELING FACILITY**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**This addendum DOES NOT change the date for receipt of bids or proposals.**

The purpose of this addendum is to provide confirming information, and answers to various vendor questions, resulting from the non-mandatory pre-bid conference held April 15, 2015. **The current due date remains in effect unless specifically changed via formal addenda.** A copy of the attendee list for the pre-bid conference has been posted to the County website for the above-cited Invitation to Bid.

The pre-bid conference commenced with the following matters being reviewed and confirmed:

1. Any additional questions regarding the ITB are to be in writing e-mailed to Susan Dugan, Procurement Services at [sdugan@lakecountyfl.gov](mailto:sdugan@lakecountyfl.gov).
2. It was confirmed that the pre-bid conference was non-mandatory in nature.
3. The rehabilitation work on this site may be eligible for state reimbursement funding. Therefore, the Contractor shall comply with the additional supplemental clauses attached hereto.
4. Award will be made to the lowest priced, responsive, and responsible bidder as determined to be in the best interest of Lake County.
5. It was confirmed that a 5% bid bond is required with the bid submittal. A certified check, cashier's check, bank draft, money order, or treasurer's check would be permissible.
6. It was confirmed that there will be a pre-construction conference; a notice to proceed will be issued with thirty (30) days to start work and 120 days to achieve substantial project completion.
7. When offering a substitution, the bidder shall provide sufficient documentation with their submittal for the County to make a decision. Failure to provide adequate documentation for substitutions will result in rejection of the proposed alternative.
8. The site location is near the County's main refueling facility for all county vehicles, including Sheriff's Office vehicles. This construction project shall not affect the main refueling facility as it needs to be available at all

times.

9. The contractor is responsible for the three (3) day startup including providing the County with red line drawings. The Engineer of Record, CBI, is responsible for the "Start-up Report".
10. It was confirmed that the County will be responsible for taking care of disposal of waste soil and trees. Contractor shall containerize soil and prepare trees/bushes to facilitate disposal.
11. Contractor shall provide a geologist or other qualified person by degree or experience for the construction oversight of recovery well installation.
12. Wells shall be installed by hollow stem auger or sonic drilling methods. There is to be no mud rotary drilling of recovery wells.
13. Power is provided by SECO. The contact is David Nelson with SECO at 352.303.4382.
14. It is confirmed that the County is specifying one (1) meter box (instead of two (2)). Contractor shall coordinate routing of electrical power with Owner's Engineer.
15. It is confirmed that there will be no sales tax recovery used on this project.
16. It is confirmed that the County will provide water for the project. Contractor is responsible for providing sanitary facilities for crew during construction.
17. It is confirmed that the Contractor is responsible for 24 hour turn-around of analytical testing on the three (3) day sampling of water and air.
18. County has added new project work item as follows: Contractor shall install a gate in the chain link fence at the southern side of the fencing around the refueling facility to facilitate construction activities and future system O&M. Gate shall match existing gate in material, gauge, corrosive protection, height and appearance. The gate shall have a nominal opening width of 8 feet, which shall be achieved by two four feet wide swing gates. Gate shall be constructed such that one swing door can be used with the other side locked in place with a vertical rod or similar device. Gate shall feature latches to prevent free movement that shall be lockable. Contractor shall provide shop drawing of proposed gate that identifies parts and functionality.

The following questions were expressed during meeting:

19. How can the Contractor get paid for the six (6) possibly longer, rental of the thermal oxidizer with catalytic converter? Contractor shall provide costs for 6-month rental for thermal oxidizer (with catalyst) which shall be assumed the base lease bid price. In the space provided for the 9-month rental the Contractor shall provide bid costs as a contingency if the rental is extended to 9-months (i.e. three additional months). Typically, this is a monthly charge multiplied by three. The successful Contractor shall be compensated for the thermal oxidizer lease for the base rental of 6-months and if the lease is extended three months to a nine month lease then the Contractor shall be paid the three additional months as indicated on their bid summary sheet.
20. Due to the large equipment purchase that is required by the Contractor, can an incremental pay schedule be worked out? County will not provide early payment or deposit for equipment until the components are onsite. The County will expedite Contractor's request for payments as much as possible, but payment request must provide required documentation.
21. Vendors are advised that the applicable requirements specified in Rule 62-772, F.A.C. will be applied to this purchase. (Copy attached)

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

## **SUPPLEMENTAL CLAUSES FOR STATE FUNDING**

**Minority Business Requirement:** All sub-contracting opportunities afforded by this bid embrace diversity enthusiastically. The award of sub-contracts should reflect the full diversity of the citizens of the State of Florida.

**ADA Requirements:** Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of disability please contacts Susan Dugan with the Procurement Office at 352.343.9768 at least five (5) workdays prior to openings.

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## CHAPTER 62-772

### PROCUREMENT PROCEDURES FOR PETROLEUM CLEANUP

62-772.100	Applicability and Purpose
62-772.200	Definitions
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#### **62-772.100 Applicability and Purpose.**

(1) Purpose. This chapter establishes a competitive procurement process for petroleum cleanup as directed by Section 287.0595, F.S. Further, pursuant to Section 376.3071(2) (b), F.S., the Department is directed to implement rules and procedures to improve the efficiency of the Petroleum Restoration Program.

(2) Applicability. Site rehabilitation work on sites eligible for state funding from the Inland Protection Trust Fund shall be subject to this chapter. This chapter applies to solicitations issued by the Department on or after January 16, 2014.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.30711, 376.30713, 376.30714, 376.30715, 376.30716, 376.3072 FS. History—New 1-16-14.*

#### **62-772.200 Definitions.**

All words and phrases defined in Sections 287.012, F.S. and 376.301, F.S., shall have the same meaning when used in this chapter.

(1) “Assignment” means direction by the Department to a Contractor to proceed with response action through a formal contract, task assignment, or Department issued purchase order. The Department will utilize any one of the assignment options identified in this chapter singularly or in concert with another.

(2) “Closure” means completion of site rehabilitation activities and issuance of a Site Rehabilitation Completion Order based on a No Further Action determination with or without controls, which includes the risk-based corrective action procedures specified in Chapter 62-780, F.A.C.

(3) “Competitive Procurement” means contracting with a qualified response action contractor using one or more of the procedures specified in Rule 62-772.400 or 62-772.401, F.A.C. and consistent with Section 287.057, F.S.

(4) “Contract” shall refer to the following as defined by subsection 60A-1.001(1), F.A.C., (8-22-04) <http://www.flrules.org/Gateway/reference.asp?No=Ref-03556>, hereby adopted and incorporated by reference:

(a) A “Definite Quantity Contract” is an agreement between the Department and a vendor whereby the vendor agrees to furnish a specific quantity of an item or items or specific contractual services, at a specified price, to a specified location.

(b) A “Term Contract” is an agreement between the Department and a vendor whereby the vendor agrees to provide an indefinite quantity of commodities or contractual services, on an indefinite delivery schedule, over a specified period of time. Term contracts issued by the Department may also be referred to as an Agency Term Contract.

(5) “Contractor” means “response action contractor” as defined in Section 376.301, F.S.

(6) “Contract Period” means the period of the contract from execution to expiration.

(7) “Contract Regions” means the distinct geographical areas identified in a competitive solicitation for agency term contractors for the sole purpose of contracting under this Chapter.

(8) “Department” means the Department of Environmental Protection.

(9) “Professional Engineer” means a person licensed under Florida Statute Chapter 471.

(10) “Professional Geologist” means a person licensed under Florida Statute Chapter 492.

(11) “MyFloridaMarketPlace or MFMP” means the electronic registration and procurement system managed by the Department of Management Services as identified within Chapters 60A-1.030, 60A-1.031, and 60A-1.032, F.A.C.

(12) “Phase of Site Rehabilitation” means a distinct stage of petroleum contaminated site cleanup such as: site assessment (as defined in Rule 62-780.200, F.A.C.); interim source removal (as defined in Rule 62-780.200, F.A.C.); source removal (as defined in Rule 62-780.200, F.A.C.); creation of the remedial action plan (as described in Rule 62-780.700, F.A.C.) including bid specs and construction drawings; implementation of the remedial action plan including construction and operation and maintenance; post active remediation monitoring (as described in Rule 62-780.750, F.A.C.); and natural attenuation monitoring (as described in Rule 62-780.690, F.A.C.)

(13) “Purchase Order” means a written agreement formalizing a transaction between the Department and a vendor through MFMP. The purchase order shall represent (a) a contract with a vendor, or (b) a transaction issued pursuant to an agency term contract. In either event, the purchase order shall contain statements regarding the quantity, description, and price of the commodity or contractual service; applicable terms regarding payment, discount, date of performance, and transportation; and other pertinent information (e.g., a solicitation or contract number).

(14) “Responsible party” for purposes of this chapter, means the real property owner or the person designated by a responsible party agreement.

(15) “Site” means any contiguous land or inland surface water, and groundwater areas upon or into which a discharge of petroleum or petroleum products has occurred.

(16) “Site assessment” means the performance of any of the tasks or activities as described in Rules 62-780.500 and 62-780.600, F.A.C.

(17) “Task Assignment” means written authorization to use contracted services to conduct a defined set of activities related to site assessment and/or remediation activities at petroleum contamination sites. Task assignments identify the specific work to be performed, the schedule for completion, the deliverables, and authorized costs. Response action contractors invoice against the task assignments. A task assignment may also be used as an attachment in conjunction with a Department issued purchase order. In this case, the response action contractor shall invoice against the purchase order.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.30711, 376.30713, 376.30714, 376.30715, 376.30716, 376.3072 FS. History—New 1-16-14.*

### **62-772.300 Contractor Qualifications and Performance Reviews.**

(1) Minimum Qualifications. All contractors performing site assessment and remediation activities for state-funded sites under this Chapter must meet the following minimum qualifications:

(a) Demonstrate that the contractor meets all certification and license requirements imposed by law. The contractor shall possess and maintain or contract with firms which possess and maintain: a valid certificate of authorization (firm) to practice Professional Geology from the Florida Department of Business and Professional Regulation (DBPR) pursuant to Section 492.111, F.S.; and a valid certificate of authorization (firm) to practice Professional Engineering from the Florida Board of Professional Engineers (FBPE) pursuant to Sections 471.023, F.S., or demonstrate that they are doing business under their own given name and are not subject to the certificate of authorization requirement.

(b) Each contractor shall certify to the Department that the contractor: (This certification must be in writing and submitted to the Department’s Petroleum Restoration Program, Attn.: Contactor Qualification Coordinator, 2600 Blairstone Rd., Mail Station 4575, Tallahassee, Florida 32399-2400. Documentation submitted under Section 376.30711(2) (c), F.S., may be used to satisfy this requirement.)

1. Complies with applicable OSHA regulations.
2. Maintains workers’ compensation insurance for all employees as required by the Florida Workers’ Compensation Law.
3. Maintains comprehensive general liability and comprehensive automobile liability insurance with minimum limits of at least \$1 million per occurrence and \$1 million annual aggregate, as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from performance of work under the program, designating the state as an additional insured party. The Department will specify in solicitations when higher limits on liability insurance are necessary.
4. Maintains professional liability insurance of at least \$1 million per occurrence and \$1 million annual aggregate.
5. Has the capacity to perform or directly supervise the majority of the work at a site in accordance with Section 489.113(9), F.S.

(2) Procedures for Determining Qualified Vendors to Participate in Procurement Opportunities. Only qualified vendors can submit responses on a competitive solicitation for work. The following procedures apply to the competitive procurement of contracts under this Chapter in order to qualify potential vendors to respond to a competitive solicitation for work.

(a) Interested vendors shall submit documentation to the Department verifying that the vendor meets the minimum qualifications specified in subsection (1). This documentation must be in writing and submitted to the Department's Petroleum Restoration Program, Attn.: Contactor Qualification Coordinator, 2600 Blairstone Rd., Mail Station 4575, Tallahassee, Florida 32399-2400. The Department will review the qualification documentation and notify each vendor of its determination regarding their qualification status. Only vendors that meet the minimum qualifications on the date of opening a response to a competitive solicitation for work shall be considered in the procurement process. Those vendors not meeting the minimum qualifications on the date of opening responses shall be determined unqualified and rejected from further consideration for that solicitation. The Department will indicate those vendors that were rejected in the posting of the Department's decision for that solicitation as required in Rule 60A-1.021, F.A.C., (8-22-04) <http://www.flrules.org/Gateway/reference.asp?No=Ref-03557> hereby adopted and incorporated by reference.

(b) The Department shall maintain a list of all qualified vendors on its website.

(c) All qualified vendors are responsible for maintaining the minimum qualifications in subsection (1). Vendors that are recommended for contract award, but that do not maintain minimum qualifications after the opening of responses to a competitive solicitation must satisfy all minimum qualification requirements in subsection (1) prior to execution of a contract.

(3) Pursuant to Rule 60A-1.030, F.A.C., each vendor selected through competitive procurement shall be registered in "MyFloridaMarketplace" prior to execution of a contract or purchase order for State-funded petroleum site rehabilitation services.

(4) After execution of a contract, any contractor that cannot demonstrate that it meets the minimum qualifications in subsection (1) is not eligible to perform services under this Chapter and is subject to contract termination if not corrected.

(5) Disqualification.

(a) It is unlawful for a site owner or operator, or his or her designee, to receive any remuneration, in cash or in kind, directly or indirectly, from a contractor performing petroleum site rehabilitation services pursuant to this section. A contractor offering or providing such remuneration shall be immediately removed from all active state-funded sites and all contract(s) terminated. In addition, the specific individual(s) involved in making the offer or providing remuneration (or their associated companies), shall be disqualified from participating in all state-funded cleanup activities as well as competitive solicitations for at least three years subject to the procedures in Section 287.133, F.S.

(b) All contracts are subject to the default procedures in Rule 60A-1.006, F.A.C., (10-15-06) <http://www.flrules.org/Gateway/reference.asp?No=Ref-03558> hereby adopted and incorporated by reference.

(6) Contractor Performance Review. The Department shall evaluate, with input from the responsible party and/or site owner, contractor performance at least after completion of each task assignment under a term contract or completion of other non-term contracts using the Interim Contractor Performance Evaluation form number 01, dated (6-13-14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03573>) hereby adopted and incorporated by reference. Annually, the Department shall complete a review of each contractor on the work performed under a term contract during the state fiscal year using the Annual Contractor Performance Evaluation form, number 02, dated (6-13-14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03574>) hereby adopted and incorporated by reference. A copy of these forms can be obtained from the Division of Waste Management at its web site at [www.dep.state.fl.us/waste](http://www.dep.state.fl.us/waste) or at 2600 Blairstone Rd., Tallahassee, Florida 32399. Contractor performance shall be considered prior to assignment of rehabilitation tasks, authorizing any contract renewals and determining retainage (and its release) pursuant to Section 376.30711(5) (c), F.S.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.30711, 376.30711(2)(b), (c), 376.30711(5)(c), (h), (i), 376.30713, 376.30714, 376.30715, 376.30716, 376.3072 FS. History—New 6-13-14.*

## **62-772.400 Procedures for the Competitive Procurement of Contractors and Assignment of Work.**

(1) The Department will use the procedures specified in Section 287.057, F.S., and in this Chapter to competitively procure services for petroleum contaminated site response actions for the Early Detection Incentive Program (EDI) pursuant to Section 376.3071(9), F.S., the Petroleum Liability and Restoration Insurance Program (PLRIP) pursuant to Section 376.3072(2), F.S., the Abandoned Tank Restoration Program (ATRP) pursuant to Section 376.305(6), F.S., the Innocent Victim Petroleum Storage System Restoration Program (IVPSSRP) pursuant to Section 376.30715, F.S., and for petroleum contamination sites under a consent order (also known as hardship or indigent sites) defined in Section 376.3071(7)(c), F.S.

(2) Agency Term Contracts. The Department will use an invitation to bid, request for proposal, or invitation to negotiate, as described in Section 287.057, F.S., to enter into multiple agency term contracts to retain Contractors to conduct an indefinite quantity of petroleum site rehabilitation services on a task assignment basis over the contract period. The Department will specify, in the solicitation, whether the solicitation for agency term contractors is limited to specific regions of the state or is statewide.

(3) Assignment of Work to Agency Term Contractors. In order to seek additional value and be consistent with subsection 60A-1.043(2), F.A.C., (6-21-04) <http://www.flrules.org/Gateway/reference.asp?No=Ref-03575> hereby adopted and incorporated by reference, the Department will specify in all agency term contracts a dollar threshold based on the categories in Section 287.017, F.S., above which the Department will request quotes from agency term contractors for a phase of site rehabilitation.

(4) When the Department determines that direct assignment or requesting quotes from agency term contractors under subsection 62-772.400(3), F.A.C., will not provide the best value to the state, the Department will use an invitation to bid, request for proposal or invitation to negotiate as described in Section 287.057, F.S., to enter into a definite quantity contract to perform services at a petroleum contaminated site.

(5) Responsible Party Input. The Department will notify the responsible party in writing when its site comes up in the priority order for site rehabilitation. Within 30 days of receipt of notification, the responsible party shall respond to the Department indicating whether they desire to provide input to the Department in the rehabilitation process for their site.

(a) If the responsible party does not respond within 30 days or indicates that they do not wish to provide input into the rehabilitation of their site, then the Department will conduct the rehabilitation in accordance with the procedures of this Chapter and Chapter 62-780, F.A.C.

(b) A responsible party indicating a desire to provide input into the rehabilitation process will be provided the following:

1. Prior to direct assignment of an agency term contractor, or initiating a contractor selection process under paragraph 62-772.400(3)(b) or (4), F.A.C., the Department will consult with the responsible party on drafting the scope of work to be performed at the site for each phase of rehabilitation, taking into consideration site logistics such as structures on the property, conditions necessary to limit the interruption of business ongoing at the site and the responsible party's documented requirements for safety or liability insurance.

2. The Department and the responsible party will discuss closure options available for the site under Rule 62-780.680, F.A.C.

3. For cause, the responsible party will have the option to reject one of the agency term contractors prior to the assignment of work under subsection 62-772.400(3), F.A.C.

4. In the event of an emergency, the responsible party shall have the right to demand that the contractor suspend work. The responsible party shall notify the Department's Petroleum Restoration Program within four hours (or noon of the following business day if the suspension occurs during non-business hours).

(6) Renewal of contracts will be subject to Sections 287.057(13) and 287.058(1)(g), F.S.

(7) Contract extensions shall be in writing for a period not to exceed 6 months. The extended contract shall be subject to the same terms and conditions set forth in the initial contract and any amendments signed by the parties. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor. A contract extension is different than a contract renewal.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 287.057, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.30711, 376.30713, 376.30714, 376.30715, 376.30716, 376.3072 FS. History--New 6-13-14.*

#### **62-772.401 Alternative Contractor Selection.**

(1) Low Scored Site Initiative (LSSI). For a site participating in the LSSI program under Section 376.3071(11)(b), F.S., a participant will:

(a) Select an agency term contractor;

(b) Select a qualified contractor not under contract with the Department provided that pricing levels and conditions can be negotiated on the best terms to the Department; or

(c) Agree to an informal quote process (using a request for written or electronic quote) administered by the Department in accordance with Rule 60A-1.002, F.A.C., using contractors that meet the minimum qualifications specified in Rule 62-772.300, F.A.C.

For the purpose of LSSI work, one contractor working on several site assessments shall not be considered circumvention as described in Section 287.057(9), F.S. since each site assessment is a single project, which is capped at \$30,000 in accordance with Section 376.3071(11)(b), F.S.

(2) The selection of the contractor for Preapproved Advanced Cleanup under Section 376.30713, F.S., Petroleum Cleanup Participation Program under Section 376.3071(13), F.S., Site Rehabilitation Funding Allocation Agreements under Section 376.30714, F.S., will be negotiated between the Department and the participant or applicant along with the terms and conditions of the contract or agreement. If the participant or applicant is providing 25% or more of the cleanup cost, or the site will reach a

funding cap under Section 376.3072(2)(a)3., or (2)(d)2.c., or d., F.S., then the participant or applicant may select any agency term contractor. If the participant or applicant is providing less than 25% of the cleanup cost, the Department will follow subsections 62-772.400(3) through (5), F.A.C., for contractor selection.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.3071(11)(b), 376.3071(13)(c), 376.30711, 376.30713, 376.30713(3)(a), 376.30714, 376.30714(4), 376.30715, 376.30716, 376.3072 FS. History—New 1-16-14.*

**62-772.402 Exceptions to Competitive Procurement Requirements.**

(1) For emergencies, the Department shall follow the procedures in Section 287.057(3)(a), F.S. to mitigate immediate danger to the public health, safety, or welfare or other substantial loss to the state.

(2) For single source purchases, the Department shall follow the procedures in Section 287.057(3)(c), F.S.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.30711, 376.30713, 376.30714, 376.30715, 376.30716, 376.3072 FS. History—New 1-16-14.*

**62-772.600 Contract Terms and Conditions.**

(1) Terms and Conditions. Department contracts under this Chapter shall contain terms and conditions specified in Section 287.058, F.S.

(2) Payments, purchases, warrants, and invoices are subject to the provisions in Sections 215.42, 215.422, and 112.061, F.S.

(3) The Department will include contingency statements as applicable in contracts which require annual appropriation in accordance with Section 287.0582, F.S.

(4) The Department will include the provisions in Section 287.0585, F.S. for late payments by contractors to subcontractors and suppliers and penalties, as applicable.

*Rulemaking Authority 287.0595, 376.303, 376.3071 FS. Law Implemented 287.0595, 376.30, 376.301, 376.303, 376.305, 376.3071, 376.30711, 376.30713, 376.30714, 376.30715, 376.30716, 376.3072 FS. History—New 1-16-14.*